

2010

United States Application(s) listed below and, insofar as the subject matter of each of the claims of this application is not disclosed in the prior United States application in the manner provided by the first paragraph of Title 35, United States Code, Section 112, I acknowledge the duty to disclose material information as defined in Title 37, Code of Federal Regulations, Section 1.56(a) which occurred between the filing date of the prior application and the national or PCT international filing date of this application:

<u>Application Serial No.</u>	<u>Filing Date</u>	<u>Status</u>
<u>725,350</u>	<u>April 12, 1985</u>	<u>Pending</u>
_____	_____	_____

And I hereby appoint

David L. Bernstein, Registration No. 31,235
Bruce M. Eisen, Registration No. 22,847
Mary E. Bak, Registration No. 31,215

and each of them, all c/o Genetics Institute, Inc., 87 CambridgePark Drive, Cambridge Massachusetts 02140-2387 (Tel. 617 876-1170), my attorneys, each with full power of substitution and revocation, to prosecute this application, to make alterations and amendments therein, to receive the patent, to transact all business in the Patent and Trademark Office connected therewith and to file any International Applications which are based thereon under the provisions of the Patent Cooperation Treaty.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Full name of sole or first joint inventor _____

John J. Toole, Jr.

Inventor's signature _____

John J. Toole Jr.

Citizenship USA

Date of signature 4/10/86

Residence 27 Lakeville Road, Jamaica Plain, MA 02130 (USA)

Post Office Address (Same)

Full name of joint inventor (if any) _____

Inventor's signature _____

Citizenship _____

Date of signature _____

Residence _____

Post Office Address _____

164-207

Assignment

DUPLICATE

In consideration of good and valuable considerations, the receipt of which is hereby acknowledged, I, the undersigned,

John J. Toole, Jr., residing at
27 Lakeville Road, Jamaica Plain, Massachusetts 02140

Hereby sell, assign and transfer to Genetics Institute, Inc.

a corporation of the State of
Delaware having a place of business at 87 CambridgePark Drive,
Cambridge in the County of Middlesex and State of Massachusetts
its successors, assigns and legal representatives, the entire right, title and interest
for all countries, in and to any and all inventions which are disclosed and claimed,
and any and all inventions which are disclosed but not claimed, in the application for
United States Patent, which has been executed by the undersigned on 10 April 1986
and is entitled

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(a continuation-in-part of U.S. Serial No. 725,350 filed April 12, 1985)

and in and to said application and all divisional, continuing, substitute, renewal,
reissue, and all other applications for U.S. Letters Patent or other related property
rights in any and all foreign countries which have been or shall be filed on any of
said inventions disclosed in said application; and in and to all original and reissued
patents or related foreign documents which have been or shall be issued on said
inventions;


Authorize and request the Commissioner of Patents of the United States to issue
to said Assignee, the corporation above named, its successors, assigns and legal
representatives, in accordance with this assignment, any and all United States
Letters Patent on said inventions or any of them disclosed in said application;

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TJL

Agree that said Assignee may apply for and receive foreign Letters Patent or rights of any other kind for said inventions, or any of them; and may claim, in applications for said foreign Letters Patent or other rights, the priority of the aforesaid United States patent application under the provisions of the International Convention of 1883 and later modifications thereof, under the Patent Cooperation Treaty, under the European Patent Convention or under any other available international agreement; and that, when requested, without charge to, but at the expense of, said Assignee, its successors, assigns and legal representatives, to carry out in good faith the intent and purpose of this assignment, the undersigned or the undersigned's executors or administrators will, for the United States and all foreign countries, execute all divisional, continuing, substitute, renewal, reissue, and all other patent applications or other documents on any and all said inventions; execute all rightful oaths, assignments, powers of attorney and other papers; communicate to said Assignee, its successors, assigns and representatives, all facts known and documents available to the undersigned relating to said inventions and the history thereof; testify in all legal proceedings; and generally do everything possible which said Assignee, its successors, assigns or representatives shall consider desirable for aiding in securing, maintaining and enforcing proper patent protection for said inventions and for vesting title to said inventions and all applications for patents or related foreign rights and all patents on said inventions, in said Assignee, its successors, assigns and legal representatives; and

Covenant with said Assignee, its successors, assigns and legal representatives that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.


John J. Toole, Jr. [L.S.]

Before me this 10th day of April, 1986
personally appeared John J. Toole, Jr.
who is known to me personally, and
acknowledged the foregoing instrument
of assignment to be his free act and deed.

Teresa Weil

**TERESA WEIL
NOTARY PUBLIC
MY COMMISSION EXPIRES
NOV. 14 1991**

_____[L.S.]

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